

2. Compensation

Pacific shall charge MFS for DA services at the rates contained in Pacific's CPUC tariff 175-T.

F. Directory Listings and Directory Distribution

The terms specified in this section shall apply to MFS customer numbers falling within NXX codes directly assigned to MFS, and to MFS customer telephone numbers which are retained by MFS pursuant to SPNP as described in Section IX.

1. Pacific publishes and distributes white pages directories through its wholly owned subsidiary, Pacific Bell Directory (PBD), which acts as its agent for the white pages. PBD also publishes and distributes yellow pages directories which PBD owns. Pacific and PBD will deal with subscribers of MFS on the same basis and in the identical manner as they deal with subscribers of Pacific respecting inclusion in and delivery of white and yellow pages directories (including all hard copy and electronic directories). Respecting inclusion in white pages directories, the Parties shall use their best reasonable efforts to develop and implement a process whereby MFS will be able to review and correct proofs of its customers' white pages listings in advance of directory publication. Respecting inclusion in and delivery of yellow pages directories, PBD will not discriminate against subscribers of MFS who seek advertising in the yellow pages by reason of their affiliation with MFS, but with respect to these subscribers, PBD will

use the same criteria in determining whether or not to publish advertisements and listings in the yellow pages as it uses for its other customers or potential customers for advertising.

By reason of this agreement, PBD assumes no liability toward MFS or toward any of its subscribers for errors in or omissions of advertisements or listings in the above-mentioned directories. PBD's liability, if any, for such errors or omissions shall be governed solely by its separate contracts with its individual customers, and shall be determined for MFS customers on the same basis as is the case for Pacific's customers. There are no third party beneficiaries to this agreement with respect to the commitments made on behalf of PBD herein.

Pacific will work cooperatively with MFS to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS (including customers utilizing MFS-assigned telephone numbers and MFS customers utilizing SPNP) are maintained without interruption.

The services described in this sub-paragraph (1) will be provided without charge, provided Pacific's standard charges or tariff rates for white page or yellow page listings or advertising options not described in this sub-paragraph (1) shall apply for such services.

2. MFS will provide Pacific with its directory listings and daily updates to those listings in an industry-accepted format; Pacific will include MFS' customers in directory assistance databases associated with

the areas in which MFS provides Exchange Services to such customers. Pacific will provide MFS with the proper format which MFS shall employ in submitting directory listings and daily updates.

3. MFS and Pacific will accord MFS' directory listing information the same level of confidentiality which Pacific accords its own directory listing information, and Pacific shall ensure that access to MFS' customer proprietary confidential directory information will be limited solely to those Pacific employees who are directly involved in the preparation of listings.

G. Information Pages - Customer Guide Pages

Pacific will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by MFS, listings provided by MFS for MFS' installation, repair and customer service and other service oriented information including appropriate identifying logo. Such listings shall appear in the manner and likeness as such information appears for Pacific and other LECs or CLCs. Reasonable non-discriminatory charges per page (or fraction of a page; limit of no more than one full page in a directory) will apply for this service, as identified in Pacific's CPUC 175T tariff, Section 9.2.6. To the extent this service is required prior to effectiveness of an appropriate CLC rate, the rate currently listed for long distance company provision of similar information shall apply.

**COX CALIFORNIA TELCOM, INC.
AND
PACIFIC BELL'S
LOCAL INTERCONNECTION AGREEMENT**

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XI. TELECOMMUNICATIONS SERVICES RESALE

The Parties agree that Pacific will provide telecommunications services to Cox for resale in accordance with requirements of Sections 251(c)(4) and 252(d)(3) of the Telecommunications Act of 1996. Pacific's prices charged to Cox for resold services will be the resale rates determined by the Commission.

XII. DIRECTORY ASSISTANCE AND WHITE PAGES LISTINGS

- A. Pacific will accord Cox's directory listings information the same level of confidentiality which Pacific accords its own directory listing information, and Pacific shall ensure that access to Cox's customer proprietary confidential directory information will be limited solely to those Pacific and Pacific Bell Directory ("PBD") employees who immediately supervise or are directly involved in the provision of Directory Assistance service, and the processing and publishing of listings and directory delivery. Pacific will not use Cox directory listings provided under the provisions of this paragraph for marketing of any kind.
- B. Pacific publishes and distributes white pages directories through its wholly owned subsidiary PBD, as its agent for the white pages. PBD also publishes and distributes yellow pages directories. With respect to these directories (including electronic and hard copy) Pacific will include a standard, basic listing of Cox's residence customers in the appropriate white pages directory and, for business customers, Pacific will provide a standard, basic listing of Cox's customers to PBD for inclusion in the appropriate white pages and yellow pages directories pursuant to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3 (currently provided at no charge). Additionally, Cox's customers each will have delivered to them at no charge one copy of appropriate white and yellow page directories.
- C. In addition, Cox will be assured of the following:
 - 1. Cox will be provided with the opportunity to obtain additional listings, for its customers at the same prices that Pacific charges its end user customers, pursuant to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3.
 - 2. Pacific will not discriminate against subscribers of Cox who seek additional listings in the white pages. Pacific will use the same criteria in determining whether to publish listings in the white pages for Cox's customers as it uses for its own or potential customers.
 - 3. Pacific will ensure that its Statewide Marketing Directory Unit will coordinate merged-caption white page listings for Cox's subscribers as it does for its own customers.
 - 4. Pacific will alphabetically commingle the directory listings of Cox's customers with those of other customers in the directory.
- D. Pacific will work cooperatively with Cox to ensure that existing listings for

customers who transfer their service to Cox and who use SPNP are maintained without interruption.

- E. The following will be provided without charge via the listings gateway which Pacific will provide to Cox:
1. Pacific will provide Cox with the proper format which Cox shall employ in submitting proprietary directory listings and daily updates;
 2. Pacific will include Cox's customers in Directory Assistance databases associated with the areas in which Cox provides Exchange Services to such customers.

XIII. CUSTOMER GUIDE AND CARRIER INFORMATION PAGES

Pacific will include in the "Customer Guide" section of its directories, for areas served by Cox, Cox identifying symbols and information provided by Cox for Cox's service offerings, installation, maintenance, repair, customer service and any other service provided by Cox to its customers. Such information shall be provided according to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.2.

XIV. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely affect either Party's right to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-408, Revision 4/7/95, formerly ICCF 93-0729-010).
- B. According to the CPUC's Decision 96-03-020, Cox may establish Rate Center Areas and Rating Points which may or may not match with those the CPUC has approved for Pacific.
- C. Cox will designate a Rating Point for each assigned NXX code or NXX code subset (should such a subset become available) and for which the Parties have established call rating, routing and billing capabilities. Cox may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, Cox may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Cox within the same NPA.
- D. To the extent Pacific serves as Central Office Code Administrator for a given region, Pacific will process all Cox's requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines. There will be no charge to Cox for